

**EMERGENCY INVITATION TO BID**  
**CITY OF NEW ORLEANS, DEPARTMENT OF FINANCE, PURCHASING BUREAU**  
**CITY HALL, 1300 PERDIDO ST., ROOM No. 4W07, NEW ORLEANS, LA 70112**

THIS IS A FORMAL CITY BID SOLICITATION FOR MATERIALS, EQUIPMENT, SUPPLIES, OR NON-PROFESSIONAL SERVICES. INTERESTED PERSONS SHOULD CAREFULLY READ AND ATTEND ALL STATED INFORMATION AND REQUIREMENTS, INCLUDING SUCH CONTAINED IN ATTACHMENTS.

<b>BID TYPE:</b>	<input checked="" type="checkbox"/> Materials, Equipment, Supplies <input type="checkbox"/> Non-professional Services	<b>EMER-BID NO.</b> 1530	<b>ISSUE DATE:</b> September 22, 2021
		<b>SPONSORING CITY DEPT. OR AGENCY:</b> Department of Public Works	
<b>BID DESCRIPTION:</b> Emergency Traffic Signals			
<b>BID CONFERENCE:</b>	<input checked="" type="checkbox"/> None	<input type="checkbox"/> Optional	<input type="checkbox"/> Mandatory-The City will receive bids only from persons/firms shown on the City's attendance list.
	<u>Date:</u>	<u>Time:</u>	<u>Place:</u> <input type="checkbox"/> Purchasing Conference Room, #4W05, 4 <sup>th</sup> Floor City Hall, 1300 Perdido St., New Orleans, LA 70112 followed by a site walk-through at <input type="checkbox"/>
<i>Note: The City may prepare a conference report showing attendance, summarized Q&amp;A, and matters discussed. The City will publish such report by issuing an Addendum to the Invitation to Bid. Said Addendum will be posted to the City's Supplier Portal at (<a href="https://www.purchasing.nola.gov/">https://www.purchasing.nola.gov/</a>).</i>			
<b>BID INSTRUCTIONS:</b>			
<p>Once a bid is submitted to the City, it becomes City property. A bidder should mark documents or information claimed confidential and justify any claimed exemption from public records disclosure. The City will not credit blanket confidentiality claims. The treatment of all confidentiality designations will be governed by Louisiana Public Records Law, La. R.S. 44:1, <i>et seq.</i></p> <p>All bids remain valid for 90 calendar days after the Bid Deadline.</p> <p>Specification references to certain brands, makes, or manufacturers state only the general style, type, character, and quality desired. Equivalent products are acceptable.</p> <p>The City is not responsible for bid costs.</p> <p>Procurements produce no exclusive right to City work or purchases.</p> <p><u>Specifications under Attachment A may provide additional information for bidders.</u></p> <p><u>Bidders should closely monitor the City's purchasing website for new or revised specifications, bid instructions, notices, etc. The City will change the invitation to bid ONLY by issuing formal addendum. In no case shall verbal communication override written communication.</u></p> <p>Prospective bidders commit to abide by City Code, Chap. 2, Art. XIII, Sect. 2-1120 (relative to the operations and authority of the City Inspector General).</p> <p>The City adheres to the Louisiana Code of Governmental Ethics, contained in the Louisiana Revised Statutes Annotated, R.S. 42:1101, <i>et seq.</i> By submitting a bid, prospective bidders warrants that there are no "conflict of interest" related to this solicitation that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.</p> <p>The City's protest policy applies to this invitation to bid. The policy is available at: <a href="https://www.nola.gov/getattachment/Purchasing/Forms/No-130-Procurement-Protest-Policy.pdf/">https://www.nola.gov/getattachment/Purchasing/Forms/No-130-Procurement-Protest-Policy.pdf/</a> .</p> <p>Prospective bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the solicitation. These laws and/or ordinance will be deemed to be included in the contract, the same as though herein written in full.</p>			
<p><b>DOCUMENTS: APPLIES?</b>    <input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO    Bidding Documents may be obtained online via the City's Supplier Portal which can be accessed via the Bureau of Purchasing's webpage at <a href="https://www.nola.gov/purchasing/brass/">https://www.nola.gov/purchasing/brass/</a> . Addenda will be transmitted to all bidders who login and acknowledge download of Bidding Documents online from the City's Supplier Portal, i.e. answer 'yes' when downloading Bidding Documents.</p>			
<b>A. SUBMISSION DUE:</b>	Date: 09/27/2021	Time: 5:00pm CDT	Via Email or the City's Supplier Portal only.
	<i>Note: The City will not accept bids delivered by fax, or at any other location than the one above, or past the date and time of submission set forth above (the "Bid Deadline"). The purchasing date and</i>		

	<i>time stamp clock will be the official and sole device for determining time of receipt for all mailed and hand delivered bids. Bids received after the Bid Deadline will be date stamped and returned to the bidder unopened.</i>
<b>B. BID OPENING:</b>	Due to COVID-19 and the applicable emergency declarations from the State of Louisiana and the Mayor of the City of New Orleans in effect at the time of this bid, the City will open the bids immediately following the Bid Deadline.
<b>C. SUBMISSION OF BID PACKAGE:</b>	<p>The bidder can submit its bid package either via email to <a href="mailto:cdmorgan@nola.gov">cdmorgan@nola.gov</a> and or via the City's Supplier Portal which can be found via the Bureau of Purchasing's webpage at <a href="https://www.nola.gov/purchasing/brass/">https://www.nola.gov/purchasing/brass/</a>.</p> <p>Note: Bidders are hereby advised that due to the nature of the internet, The City cannot guarantee that access to the BRASS System will be uninterrupted or that emails or other electronic transmissions will be sent to you or received by us. The City is not responsible for any delays caused by the bidder's chosen means of online bid delivery. Bidder is also responsible for ensuring that its courier service provider makes inside deliveries to our physical office location. The City will not credit delivery claims lacking a written proof of delivery. The bidder should submit bids according to means that produce a written proof of delivery. It is solely the bidder's responsibility to ensure the timely delivery of its bid. Failure to meet the bid opening date and time, irrespective of the mode of delivery, shall result in the rejection of the bid.</p>
<b>D. REQUIRED CONTENTS:</b>	
<b>1. BID</b>	<p>The bidder can:</p> <p>Either</p> <p><u>SUBMIT BID VIA EMAIL.</u> The bidder must attach completed and signed digital copies of the Bid Form, the Bid Bond (if required), a signature authorization, and any other required bid submissions or attachments as required.</p> <p>Or</p> <p><u>SUBMIT BID ONLINE</u> at <a href="http://purchasing.nola.gov">http://purchasing.nola.gov</a>. The bidder must attach completed and signed digital copies of the Bid Form, the Bid Bond (if required), a signature authorization, and any other required bid submissions or attachments as required.</p>
<b>2. SIGNATURE AUTHORIZATION</b>	At the time of bidding, the bidder shall submit a corporate resolution or written evidence of the authority of the person signing the bid package. See Attachment G.
<b>3. BID BOND</b>	REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO A bid bond or security in an amount not less than <input type="checkbox"/> \$_____ or <input type="checkbox"/> five percent (5%) of bid amount, conditioned on the bidder's failure to execute a contract with the City to supply the specified goods or services. Bidders shall provide bid security in the form of a bid bond, cashier's check or certified check (as per R.S. 38:2218) in the amount of (see above) of the bid price (Base Bid and any Alternates).
<b>E. AWARD:</b>	<p>The City may require additional information from bidders, and it may conduct inquiries to determine the bidder's responsiveness, responsibility, and/or the accuracy of furnished information.</p> <p>Subject to merit-based cancellation and confirmed City funding, the City will award the solicitation to the lowest responsive and responsible bidder.</p> <p>The City reserves the right to reject any and all bids in whole or in part, to waive informalities, or to award as it may elect to the extend permitted by law.</p>
<b>F. CONTRACT:</b>	
<b>1. TYPE</b>	<p><input type="checkbox"/> None: Obtain specified good(s) or service(s) by purchase order.</p> <p><input type="checkbox"/> Fixed Price: Obtain the specified good(s) or service(s) at the bid price.</p> <p><input checked="" type="checkbox"/> Requirements/Price Protection: Commit to supply the good(s) or service(s) as requested, at bid price, during term of the contract.</p>

<b>2. TERM</b>	<input type="checkbox"/> year[s] with City option to renew. <input checked="" type="checkbox"/> As provided in Contract Terms and Conditions under Attachment B..
<b>3. ADDITIONAL PROVISIONS</b>	The contract will contain additional terms and conditions shown in Contract Terms and Conditions under Attachment B.
<b>4. FEES</b>	The successful bidder is responsible for any recordation, notary, and copy fees.
<b>5. ADDITIONAL NEEDS: THE SUCCESSFUL BIDDER MUST SATISFY INDICATED NEEDS ON OR BEFORE IT RECEIVES A CONTRACT.</b>	<b>PERFORMANCE BOND:</b> REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Supply a performance bond acceptable to the City upon written request by the City, issued in the sum of: <input checked="" type="checkbox"/> <b>50%</b> of contract amount. <input type="checkbox"/> \$_____ <input type="checkbox"/> specified amount.
	<b>PAYMENT BOND:</b> REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Supply a payment bond acceptable to the City upon written request by the City, issued in the sum of: <input checked="" type="checkbox"/> <b>50%</b> of contract amount. <input type="checkbox"/> \$_____ <input type="checkbox"/> Specified amount.
	<b>INSURANCE:</b> REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Supply insurance certificates upon written request by the City showing coverage required in the Specifications.
	<b>TAX CLEARANCE:</b> REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO City Code Sec. 2-8. Supply a tax clearance form upon written request by the City. See Attachment E.
	<b>NON-COLLUSION AFFIDAVIT:</b> REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Supply said affidavit upon written request by the City. See Attachment D.
	<b>LICENSES/PERMITS:</b> REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Supply copy to the City of all applicable and required license(s) and/or permit(s) upon written request by the City.
<b>G. ATTACHMENTS</b>	Attachment B "Contract Terms and Conditions" including Special FEMA compliance provisions Attachment C "Bid Form" Attachment D "Non-Collusion Affidavit" Attachment E "Tax Clearance" Attachment F "Proof of Authority to Sign Bid"
<b>H. POINTS OF CONTACT FOR INQUIRIES:</b>	Bidders and their representatives are prohibited from contacting City employees or officials about this invitation to bid prior to the Bid Deadline. <u>If the bidder violates the established prohibition on communications, the City may disqualify its bid package.</u> For Purchasing related inquiries, the bidder shall submit its question(s) in writing to the appropriate point of contact no later than 2 business days prior to the Bid Deadline. However, due to the emergency nature of this solicitation, the City does not guarantee that it will have the time to respond.
<b>1. PURCHASING</b>	For all inquiries, please direct them to the following Designated Purchasing Official: Name: Cheryl Morgan - E-mail: cdmorgan@nola.gov. <i>Note: If the bidder contacts the Designated Purchasing Official via email, please include in the email the following subject line: "Bid No. 1530 – question(s)".</i>

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**EMERGENCY INVITATION TO BID  
CITY OF NEW ORLEANS  
EMERGENCY TRAFFIC SIGNALS**

**ATTACHMENT "A"**

**BID SPECIFICATIONS**

**A. General Specifications**

- 1) The City of New Orleans ("City") solicits bids to obtain a requirements contract for Emergency Traffic Signals.
- 2) The Contractor must receive a fully executed written contract and/or an approved Purchase Order from the City's Department of Finance - Bureau of Purchasing prior to providing goods and/or services. Only Purchasing Agent or authorized deputies have authority to place orders chargeable to City funds. The Contractor may contact City's department personnel listed on the purchase order to verify the authorization of the employee placing the call.
- 3) Contract/Purchase Order Number. The Contract and/or Purchase Order Number issued by the City shall be shown on all documents, including, but not limited to, invoices and correspondence.
- 4) Taxes. The City is exempt from state and local taxes.
- 5) Free On Board ("FOB"). Bid prices shall include delivery be based on FOB Destination.
- 6) Freight Charges. All freight charges shall be prepaid and included by vendor unless otherwise specified by the City.

**B. Insurance – Minimum Scope of Insurance**

Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City:

**Minimum Requirements:**

**Workers' Compensation & Employers Liability Insurance** in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000.

**Commercial General Liability Insurance** including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, abuse and molestation, and any other type of liability for which this Agreement applies with limits of liability of not less than \$2,000,000 each occurrence / \$4,000,000 policy aggregate.

**Automobile Liability Insurance** with a combined single limit of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

**Contractor's Pollution** covering losses caused by pollution conditions that arise from the operations of Contractor;

- Minimum acceptable limits \$5,000,000; \$5,000,000 aggregate;
- Broad Form Named Insured endorsement;
- Fine, penalties and punitive damages to be included;

- Clean-up costs to be included;
- Waiver of Transfer of Rights of Recovery Against Others to Us to include both written and oral contracts in favor of The City of New Orleans, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- Sixty (60) days prior written notice of cancellation, non-renewal or adverse material change.

**Umbrella/Excess Liability:** Umbrella/Excess policies must Follow Form of the underlying policies.

**Important:** Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations.

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work. Contractor shall be responsible for any losses, expenses, damages, claims and/or suits of any kind which exceed the Contractors limits of liability that arise from the performance of work under the Contract.

**Additional Insured Status:** The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as “Additional Insureds” on the CGL and AL policies with respect to liability arising out of the performance of this agreement. Additional Insured status can be provided in the form of an endorsement to the Contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-contractor liability shall be covered by the Contractor. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

The Additional Insured box shall be marked “Y” for Commercial General Liability and Auto Liability coverage. The Subrogation Waiver Box must be marked “Y” for Workers Compensation/Employers Liability and Property.

**Primary Coverage:** For any claims related to this agreement, the Contractors insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractors coverage.

**Claims Made Policies:** If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase “extended reporting” coverage for minimum of 3 years after the termination of this agreement.

**Waiver of Subrogation:** The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this agreement.

**Notice of Cancellation:** Each insurance policy required above shall not be canceled, expire, or altered except without prior notice to the City of no less than 30 days.

**Acceptability of Insurers:** Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the City.

**Notice:** The Contractor will provide the City’s Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: INSERT BID NUMBER AND CONTRACT NUMBER) the following documents, within 10 business days of the City’s reasonable request:

Copies of all policies of insurance, including all policies, forms, and endorsements:

Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

**Special Risks or Circumstances:** The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

## **C. Technical Specifications**

1. Three Section Traffic Signal Head Housings
2. Traffic Signal Tunnel Visors, Green
3. LED Traffic Signal
4. Programmable and Pedestrian LED Modules
5. Pedestrian Signal Head Housing
6. Traffic Signal Parts

### **1. Three Section Traffic Signal Head Housings, Green Aluminum**

#### **(1)Housing:**

The housings shall be made of cast aluminum. If die cast, they shall be made of either Alloy SS or Alloy SG3 of ASTM Specification BS5; if sand cast, they shall be made of Alloy SI of ASTM Specification B26. All cast metal parts shall have a tensile strength of not less than 117 MPa and shall be clean, smooth and free from flaws, cracks, blowholes and other imperfections. Housings shall be sectional, and each face shall consist of as many sections as there are optical units, together with a suitable top and bottom, all sections being rigidly and securely fastened together into one weather tight signal face. Each face shall be arranged with round openings (slip-fit for 38 mm conduit) in the top and bottom so that it may be rotated a complete unit between waterproof supporting brackets or trunnions and thus be capable of being directed and locked at any angle in the horizontal plane. Serrations, detents, bolts or similar locking devices are required; friction will not be deemed an acceptable lock. These locks shall be such that any face will resist a torque of 6 N·m when assembled in accordance with manufacturer's recommendations. The portion of the housing adjacent to the bracket shall be properly reinforced so as to have sufficient strength against breakage from shock. Seals, gaskets, labyrinths or a suitable combination of same shall be provided at bracket attachment points and at section joints to ensure water shedding. Supporting brackets or trunnions shall be used at top and bottom of section assembly to rigidly support all faces. The bracket at the supported end of the signal section shall be of 38 mm conduit or of an equivalent inside clearance for wiring. The bracket at the opposite end of the section may be either the same as the top or of solid construction. A set screw engaging a drilled hole shall be provided at each joint on the bracket where conduit type joints are used, or an equivalent locking device shall be provided. All edges shall be deburred and smooth with no cutting edges.

#### **(2)Housing Door:**

The doors shall be cast aluminum and shall be suitably hinged and held securely to the body of the housing by simple non-corrosive locking devices which can be operated without tools. All other door parts, such as hinge pins, lens, clips, etc., shall also be stainless steel. Door hinge pins shall be so designed that the door will not accidentally become disconnected from housing when open regardless of signal position. Doors shall be field removable with simple tools. Weather-resisting, mildew-proof neoprene or silicone rubber sponge gasketing shall be provided between the body of the housing and the doors in order to exclude dust and moisture.

## **2. Traffic Signal Tunnel Visors, Green, for 12" Signals**

The tunnel visor shall be of sheet construction of aluminum alloy not less than 1.3 mm (No.20 -18 U.S. Gauge) in thickness. All edges shall be deburred and smooth with no cutting edges. The visor shall attach to the door with stainless steel screws and shall be designed to fit tightly to the door and shall not permit any perceptible filtration of light between the door and the visor.

## **3. LED Traffic Signals**

- a. 12" Red Ball
- b. 12" Yellow Ball
- c. 12" Green Ball

**Optical Unit:** The optical unit shall be a 12in LED (light emitting diode). The Physical, Mechanical, Optical and Light Output, Electrical, Environmental, Production Testing, Documentation and Warranty Requirements are described in this section.

### **(1) General**

The LED traffic signal module unit shall be designed for installation into specified traffic signal housing and shall not require special tools for installation. The 12in LED traffic signal modules shall fit into specified traffic signal housings without modifications to the housing. Installation of an LED signal module shall be weather tight, fit securely in the housing; and shall connect directly to electrical wiring. If proper orientation of the LED unit is required for optimum performance, prominent and permanent directional markings(s), that is an "UP arrow", for correct indexing and orientation shall exist on the unit. The manufacturer's name, serial number, manufactured date and other necessary identification shall be permanently marked on the backside of the LED traffic signal module. A label shall be placed on the unit certifying compliance to ITE standards.

### **(2) Physical and Mechanical Requirements**

The LED traffic signal shall be a single, self-contained device, not requiring on-site assembly for installation into traffic signal housing. The unit shall be serviceable and repairable without the use of special tools. The LED module shall be constructed to allow the replacement of the outer lens and/or the light engine when needed. The external lens shall be smooth on the outside to prevent excessive dirt/dust buildup. The assembly and manufacturing process for the LED signal assembly shall be designed to assure all internal LED and electronic components are adequately supported to withstand mechanical shock and vibration from high winds and other sources. Each LED traffic signal module shall comprise a UV stabilized polymeric outer shell, multiple LED light source, and a regulated power supply. LED are to be mounted on a polycarbonate positioning plate or conformally coated PC board. The external lens shall offer sun phantom protection to reduce driver glare or hot spot in sunlight

### **(3) Optical and Light Output Requirements**

The LEDs shall be manufactured using AlInGaP (Aluminum-Indium-Gallium-Phosphorous) technology or other LEDs with lower susceptibility to temperature degradation than AlGaS (Aluminum-Gallium-Arsenic). AlGaS LEDs will not be allowed. The number of each color and type of the LED signal module shall be specified in the plans. The modules shall be suitable for span wire and mast arm mounted signals. The red and green modules shall be similar in appearance and visibility to an incandescent lamp. The red and green modules shall meet the minimum luminous intensity requirements in the following tables:

**Minimum Luminous Intensity for LED Signal Modules**  
**(Based on Kentucky Transportation Cabinet Department of Highways Division of Traffic Specification for LED Traffic Signal Modules for Expanded View)**

**GRID SPECIFICATION FOR 12IN RED**

*Shaded area is ITE requirements for light intensity*

	27.5	22.5	17.5	12.5	7.5	2.5	-2.5	-7.5	-12.5	-17.5	-22.5	-27.5
22.5U												
17.5U					3	10	10	3				
12.5U					14	20	20	14				
7.5U					20	54	54	20				
2.5U					58	220	220	58				
2.5D			77	141	251	339	339	251	141	77		
7.5D	16	38	89	145	202	226	226	202	145	89	38	16
12.5D	16	22	34	44	48	50	50	48	44	34	22	16
17.5D	16	20	22	22	22	22	22	22	22	22	20	16
22.5D			7			10	10			7		
27.5D												

**GRID SPECIFICATION FOR 12IN GREEN**

*Shaded area is ITE requirements for light intensity*

	27.5	22.5	17.5	12.5	7.5	2.5	-2.5	-7.5	-12.5	-17.5	-22.5	-27.5
22.5U												
17.5U					7	20	20	7				
12.5U					27	41	41	27				
7.5U					41	108	108	41				
2.5U					115	441	441	115				
2.5D			154	283	501	678	678	501	283	154		
7.5D	32	77	178	291	404	452	452	404	291	178	77	32
12.5D	32	44	69	89	97	101	101	97	89	69	44	32
17.5D	32	41	44	44	44	44	44	44	44	44	41	32
22.5D			14			20	20			14		
27.5D												

The red and green modules are required to meet luminous values that are 115 percent greater than the required minimum values in the specification at time of production. The yellow modules shall meet Caltrans specifications for light intensity, and all other applicable ITE specifications. The LED arrow module shall have a full, filled profile, without the individual LED's being visible. The arrows shall meet all applicable ITE specifications, and Caltrans specifications on light intensity. Independent laboratory reports shall be supplied to verify modules meet the above requirements.

The red and green LED modules shall include a built-in "shut-off" feature, once the module's light intensity falls below ITE minimum requirements. Upon detection of this the circuit will disable any current generating circuitry within 100msec., to allow detection of this failure by conflict monitor and load switch. Also, any power supply failure will give an open circuit.

**ARROW INDICATIONS (in candelas/m<sup>2</sup>)**

	Red	Yellow	Green
Arrow Indication	5,500	11,000	11,000



LEDs for arrow indications shall be spread evenly across the illuminated portion of arrow area. Arrow LED modules shall be tested in conformance with California Test 3001.

Measured chromaticity coordinates of LED signal modules shall conform to the chromaticity requirements of the following table, for a minimum period of 60 months, over an operating temperature range of -40\_C to +74\_ Each LED traffic signal lamp unit shall meet the minimum requirements for light output for the entire range from 80 to 135 volts.

Chromaticity Standards	
Red	Y: not greater than 0.308, or less than 0.998x
Yellow	Y: not less than 0.411, nor less than 0.995-x, nor less than 0.452
Green	Y: not less than 0.506 – 0.519x, nor less than 0.150 + 1.068x, nor more than 0.730-x

LED signal modules tested or submitted for testing shall be representative of typical production units. Optical testing shall be performed with LED signal modules mounted in standard traffic signal section without visors or hood attached to the signal sections.

Photometric, luminous intensity and color measurements for yellow LED signal modules shall be taken immediately after the modules are energized. The ambient temperature for these measurements shall be 25\_C. Test results for this testing shall record the current, voltage, total harmonic distortion (THD) and power factor (PF) associated with each measurement.

#### **(4) Electrical**

All wiring and terminal blocks shall meet the requirements of Section 13.02 of the VTCSH standard. Each unit shall incorporate a regulated power supply engineered to electrically protect the LEDs and maintain a safe and reliable operation. The power supply shall provide capacitor filtered DC regulated current to the LEDs per the LED manufacturer specification. Design of the power supply shall be such that the failure of an individual component or any combination of components cannot cause the signal to be illuminated after AC power is removed. Any deviation without prior testing and approval from LADOTD shall be grounds for automatic removal from the LADOTD Bidding Qualifications for an undetermined time. The power supply must be current regulated.

The LED traffic signal module shall operate on a 60 Hz AC line voltage ranging from 80 volts RMS to 135 volts RMS with less than 10% light intensity variation. Nominal rated voltage for all measurements shall be  $120 \pm 3$  volts rms. The circuitry shall prevent flickering over this voltage range. The current draw shall be sufficient to ensure compatibility and proper triggering and operation of load current switches and conflict monitors in signal controller units the procuring traffic authority customer has in use.

The LED traffic signal module shall be operationally compatible with TS1, TS2 and 2070 controllers, conflict monitors with plus features, and malfunction management units currently used by LADOTD and any other Louisiana government entities. In case of conflicts between specifications, the latest LADOTD specification will control.

The individual LED light sources shall be wired so that a catastrophic failure of one LED light source will result in the loss of only that one LED light source in the LED signal module. A circuitry that will shut down the LED module and power supply when 85% ITE light intensity specifications are not satisfied shall be provided. The signal module on-board circuitry shall include voltage surge protection to withstand high-repetition noise transients and low-repetition high-energy transients as stated in Section 2.1.6, NEMA Standard TS-2, 1992.

Any deviation to product design after testing and approval from LADOTD shall consist of a new model and must be resubmitted for acceptance. Failure to adhere to this requirement shall be grounds for automatic removal from the LADOTD Bidding Qualifications for an undetermined time. Random testing of average production modules will be held to ensure compliance with specification.

Two capitive, color-coded, 36 in long 600 V, 20 AWG minimum, jacketed wires, conforming to the National Electrical Code, rated for service at +105°C, are to be provided for electrical connection.

LEDs shall be arranged in no less than 5 equally loaded circuits.

The LED signal shall operate with a minimum 0.90 power factor or greater at 25°C and at the nominal operating voltage.

Total harmonic distortion (current and voltage) induced into an AC power line by a signal module shall not exceed 20 percent.

LED signal modules and associated on-board circuitry shall conform to the requirements in Federal Communications Commission (FCC) Title 47, SubPart B, Section 15 regulations concerning the emission of electronic noise.

#### **(5) Environmental Requirements**

The LED signal module shall be rated for use in the ambient operating temperature range of -40°C to +74°C. The LED signal module shall be protected against dust and moisture intrusion per the requirements of NEMA Standard 250-1991, for Type 4 enclosures to protect all internal LED, electronic, and electrical components. Evidence of internal moisture after testing shall be cause for rejection.

#### **(6) Production Testing Requirements**

Each new LED signal modules shall be energized for a minimum of 24 hours, at 100 percent on-time duty cycle, in an ambient temperature of 60°C (+140°F) in order to cause any electronic infant mortality to occur, and to ensure electronic component reliability prior to shipment.

After burn-in, LED signal modules shall be tested for rated initial luminous intensity in conformance with the provisions in "Optical and Light Output Requirements." Before measurement, LED signal modules shall be energized at rated voltage, with 200 percent on-time duty cycle, for a time period of 30 minutes. Test results for this testing shall record the current, voltage, total harmonic distortion (THC) and power factor (PF) associated with each measurement.

#### **(7) Documentation Requirements**

Each LED traffic signal module shall be provided with the following documentation:

Complete and accurate installation wiring guide

Contact name, address, and telephone number for the representative, manufacturer, or distributor for warranty repair. If requested by the purchaser, the bidders shall supply schematics for all electronics. A copy of a test report certified by an independent laboratory that the LED traffic signal module model submitted meets ITE Standards for light distribution, chromaticity and power (consumption, power factor and harmonic distortion) must be submitted. The tables in Section 3 of this specification replace the values in Table 1 of Section 4.1.1 of the ITE VTCSH. In addition, the independent lab report shall specify the drive current being supplied to individual LEDs within the unit. Designs that require LEDs to be operated at currents greater than the LED manufacturer's recommended drive current will not be allowed. One schematic diagram shall be provided for each LED module, along with any necessary installation instructions. For each unit submitted, the manufacturer name, brand and model number for LEDs used shall be provided, along with the LED manufacturer's recommended drive current and degradation curves.

#### **(8) Warranty**

LED signal module shall be warranted against any failure due to workmanship, material defects or intensity within the first 60 months of field operation. The LED module shall meet or exceed minimum luminous intensity values during the first 60 months of field operation. A written warranty to provide the replacement or repair of LED signal modules that exhibit luminous intensity of less than the minimum values specified in Table 1 of ITE specification VTCSH-Part-2 July 1998, within the first 60 months from the date of delivery shall be provided. Replacement LED signal modules shall be provided within 5 days after receipt of failed LED signal modules at no cost to the CITY, except the cost of shipping the failed modules.

#### **4. Programmable and Pedestrian LED Modules**

- a. Red Programmable LED Module**  
120vac RED Programmable Visibility (PV) LED
- b. Green Programmable Module**  
120vac GREEN Programmable Visibility (PV) LED
- c. Pedestrian Countdown LED Module**  
16" Pedestrian LED, Hand/Man, with Countdown, ITE compliant

#### **5. Pedestrian Signal Head Housing**

##### **16" Pedestrian Signal Head Housings, Green, Aluminum**

The housings must meet or exceed ITE standards for traffic signals. The housing and door shall be made of cast aluminum. The visor must be composed of ABS plastic. All hardware should be stainless steel. The unit must accommodate a standard pedestrian signal module.

#### **6. Traffic Signal Parts**

- a. Astro-Brac Clamp Kit**  
Astro-Brac Clamp Kit, Galaxy, 96" Stainless Cable w/ Locknuts, Alum
- b. Post Top Assembly**  
Post Top Assy, 2-Way Terminal Compartment, 3-Section Tri-Stud, 16-1/2" CTC, Alum
- c. Slip Fitter Assembly, 1-Way, Aluminum**  
Slip Fitter, 1-Way, Alum, Powder Coated (Dark Green)
- d. Adapter, Tri-Stud**  
Adapter, Tri-Stud, 1-1/2" NPS x 5/16"-18, Alum
- e. Upper & Lower Arm Assy**  
Upper & Lower Arm Assy, 2-Way Tri-Stud, 17" CTC, Alum, Powder Coated (Dark Green)

[END OF ATTACHMENT A]

EMERGENCY INVITATION TO BID  
CITY OF NEW ORLEANS  
EMERGENCY TRAFFIC SIGNALS

ATTACHMENT "B"

CONTRACT TERMS AND CONDITIONS

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1. **ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE.** The Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this Contract, that the City shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

2. **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.** The Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this Contract for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this Contract, or agreement for hire, and in connection with unemployment compensation only, that:

- a. The Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and
- b. Services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and
- c. The Contractor has been independently engaged in performing the services listed herein prior to the date of this Contract.

Consequently, neither the Contractor nor anyone employed by the Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

3. **ASSIGNABILITY.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written consent of the City.

4. **AMENDMENT.** The Contract shall not be modified except by written amendment executed by duly authorized representatives of the parties.

5. **AUDIT AND INSPECTION:**

- a. The Contractor will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the City.
- b. The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

6. **CHOICE OF LAWS.** This Contract shall be construed and enforced in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions.

7. **COMPLIANCE WITH CITY'S HIRING REQUIREMENTS - BAN THE BOX.**

- a. The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Contract, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.
- b. Failure to maintain compliance with the City's hiring requirements throughout the term of the Contract, or to provide sufficient written reasons for deviation, is a material breach of this Contract. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor 30 days to come into compliance. If, after providing notice and 30 days to cure, the

Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Contract, or take any such legal action permitted by law or this Contract.

- c. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Contract will remain in full force and effect.
- d. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

**8. CONFLICT OF INTEREST.** In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Contractor shall rest with the City.

**9. CONSTRUCTION OF AGREEMENT.** Neither party will be deemed to have drafted the Contract. The Contract has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of the Contract will be construed or resolved in favor of or against the City or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of the Contract are provided for convenience only and are not intended to have effect in the construction or interpretation of the Contract. Where appropriate, the singular includes the plural, and neutral words and words of any gender include the neutral and other gender.

**10. CONVICTED FELON STATEMENT.** The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

**11. COST RECOVERY.** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

**12. DECLARED DISASTER.**

**A. Declaration.** During the declaration of an emergency by federal, state, and/or local government, the Contractor shall provide support to the City on an as-needed and task-order-driven basis. Because of the uncertainty of the scale and/or type of emergency, the materials/equipment/supplies/services to be provided by the Contractor will vary and may need to be adjusted as needs are identified. The Contractor may be requested to provide a range of materials/equipment/supplies/services. Said materials/equipment/supplies/services may need to be rendered on a continual basis (24 hours / 7 days per week) during the declaration of an emergency.

**B. Task Order. Notification and Personnel.** Prior or during the declaration of an emergency, the City will notify the Contractor via task order if the City requires the Contractor's support. Upon activation by task order, the Contractor will provide the City with contact information of personnel assigned to the task order; and coordinate with the City to identify any personnel available to meet the City's needs.

**C. Purchase Order.** Once services are identified, the City will issue a purchase order to the Contractor. The City will issue a subsequent purchase order in case of additional needs for materials/equipment/supplies/services, or may issue a modified purchase order if changes are made to the initial purchase order.

**D.** The Contractor will ensure that the City is provided with timely and accurate reports and other documentation, as requested.

**13. DURATION.** The services to be provided under the terms of this Contract shall begin upon execution of Contract and shall end no later than 12 months after. It is understood and acknowledged by all signers to this Contract that work described under these terms is to be accomplished during the time period specified herein.

**14. EMPLOYEE VERIFICATION.** The Contractor swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Contract to termination, and may further result in the Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Contract or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Contractor will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Contract for cause if the Contractor fails to provide such the requested affidavit or violates any provision of this paragraph.

**15. ENTIRE AGREEMENT.** This Contract, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Contract and are without effect to vary or alter any terms or conditions of this Contract.

**16. NON-DISCRIMINATION**

**A. Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Contract, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

**B. Non-Discrimination.** In the performance of this Contract, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

**C.** The City may terminate this Contract for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Contract.

**17. EXCLUSIVE JURISDICTION AND VENUE.** For all claims arising out of or related to this Contract, the Contractor hereby consents and yields to the jurisdiction of the Civil District Court for the Parish of Orleans, and expressly waives any (A) pleas of jurisdiction based upon Contractor's residence and (B) right of removal to federal court based upon diversity of citizenship.

**18. INCORPORATION INTO SUBCONTRACTS.** The Contractor will incorporate these Contract Terms and Conditions into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

**19. INDEMNIFICATION.**



**A.** To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents or employees while engaged in or in connection with the discharge or performance of any services under this Contract; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Contract.

**B. Limitation.** The Contractor's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents or employees contributed to such gross negligence or willful misconduct.

**C. Independent Duty.** The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Contractor is ultimately absolved from liability.

**D. Expenses.** Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

**20. INDEPENDENT CONTRACTOR STATUS.** The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

**21. INVOICING.** The Contractor must submit invoices monthly (unless agreed otherwise between the parties to this Contract) to the City electronically, via its supplier portal, for goods or services provided under this Contract no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information: contract or purchase order number issued by the City, and the name of the city department to be invoiced. The City may require changes to the form or the content of the invoice. The City may also require additional supporting documentation to be submitted with invoices.

**22. LIMITATIONS OF THE CITY'S OBLIGATIONS.** The City has no obligations not explicitly set forth in this Contract or any incorporated documents or expressly imposed by law.

**23. LIVING WAGES (applicable to non-professional services solicitation).** To the fullest extent permitted by law, the Contractor agrees to abide by City Code sections 70-801, *et seq.*, which requires payment of a wage to covered employees equal to the amounts defined in the Code ("**Living Wage**"). If the Contractor fails to comply with the requirements of the Living Wage during the term of the Contract, said failure may result in termination of the Contract or the pursuit of other remedies by the City.

**A. Definitions.** Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

**B. Compliance.** To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

**C. Current Living Wage.** In accordance with the Living Wage Ordinance, the current Living Wage per the Consumer Price Index data is equal to \$11.19. The Contractor shall be responsible for confirming the Current Living Wage by visiting <https://www.nola.gov/economic-development/workforce-development/>.

**D. Adjusted Living Wage.** In accordance with Section 70-806(2) of the City Code, the Contractor acknowledges and agrees that the Living Wage may be increased during the term of the Agreement. Any City contract or City financial assistance agreement (a) extending from one calendar year into the next or (b) with a term of longer than one year, inclusive of any renewal terms or extensions, shall require the Covered Employer to pay the Covered Employee an Adjusted Living Wage, accounting for the annual Consumer Price Index adjustment. The indexing adjustment shall occur each year on July 1<sup>st</sup> using the Consumer Price Index figures provided for the calendar year ended December 31<sup>st</sup> of the preceding year, and thereafter on an annual basis.

**E. Subcontract Requirements.** As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance (“**Article**”). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

**F. Reporting.** On or before January 31<sup>st</sup> and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development  
Living Wage - Compliance  
1340 Poydras Street – Suite 1800  
New Orleans, Louisiana 70112

**G. Compliance Monitoring.** Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “**OWD**”) and/or the Chief Administrative Office (“**CAO**”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

**Remedies.** If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

**24. NO THIRD PARTY BENEFICIARIES.** The Contract is entered into for the exclusive benefit of the City and the Contractor, and the City and the Contractor expressly disclaim any intent to benefit anyone not a party to this Contract.

**25. NON-EXCLUSIVITY.** This Contract is non-exclusive and the Contractor may provide services to other clients, subject to the City’s approval of any potential conflicts with the performance of this Contract and the City may engage the services of others for the provision of some or all of the work to be performed under this Contract.

**26. NON-SOLICITATION.** The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject Contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject Contract.

**27. NON-WAIVER.** The failure of the City to insist upon strict compliance with any provision of the Contract, to enforce any right or to seek any remedy upon discovery of any default or breach of the Contractor at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not

affect or constitute a waiver of the City's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

**28. OWNERSHIP INTEREST DISCLOSURE.** The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after thirty (30) days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.\

**29. PAYMENT.** Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Contract have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

**30. PERFORMANCE MEASURES.**

**A. Factors.** The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Contract; staff availability; staff training; staff professionalism; staff experience; customer service; staff turnover; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

**B. Failure to Perform.** If the Contractor fails to perform according to the Contract, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and may pursue any appropriate remedies available under the Contract and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

**31. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT.** No elected official or employee of the City shall have a financial interest, direct or indirect, in the Contract, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of the Contractor, will render this Contract voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Contractor pursuant to this Contract without regard to the Contractor's satisfactory performance.

**32. PROHIBITION ON POLITICAL ACTIVITY.** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

**33. REMEDIES CUMULATIVE.** No remedy set forth in the Contract or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

**34. SEVERABILITY.** If a court of competent jurisdiction finds any provision of the Contract to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or, if reformation is not possible, the unenforceable provision will be fully severable and the remaining provisions of the Contract will remain in full force and effect and will be construed and enforced as if the unenforceable provision was never a part the Contract.

**35. SUBCONTRACTOR REPORTING.** The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Contract with the City, the Contractor must provide notice to the City within 30 days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after 30 days' written notice to the Contractor, take any action it deems necessary,

including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

**36. SURVIVAL.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, venue, choice of law, and warranties shall survive the expiration, suspension, or termination of the Contract and continue in full force and effect.

**37. SUSPENSION.** The City may suspend this Contract at any time and for any reason by giving 2 business day's written notice to the Contractor. The Contractor will resume work upon 5 business day's written notice from the City.

**38. TERMINATION FOR CAUSE.** The City may terminate this Contract immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Contract, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

**39. TERMINATION FOR CONVENIENCE.** The City may terminate this Contract at any time during the term of the Contract by giving the Contractor written notice of the City's intention to terminate at least 30 days before the date of termination.

**40. TERMINATION FOR NON-APPROPRIATION.** This Contract will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Contract without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Contract.

**41. TERMS BINDING.** The terms and conditions of the Contract are binding on any heirs, successors, transferees, and assigns.

**42. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS.** It is expressly agreed and understood between the parties entering into this Contract that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

\*\*\*\*\*

#### **SPECIAL CONDITIONS FOR FEMA COMPLIANCE.**

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **CLEAN AIR ACT**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **ENERGY POLICY AND CONSERVATION ACT**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **CLEAN WATER ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

### **FEDERAL WATER POLLUTION CONTROL ACT**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*

(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **SUSPENSION AND DEBARMENT**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **BYRD ANTI-LOBBYING ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

### **PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

## **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

Any procurement of telecommunications and video surveillance services or equipment must comply with the provisions of 2. C.F.R. §200.216.

## **DOMESTIC PREFERENCES FOR PROCUREMENTS.**

As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

## **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## **DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## **COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.



**NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**[END OF ATTACHMENT "B"]**

EMERGENCY INVITATION TO BID  
CITY OF NEW ORLEANS  
EMERGENCY TRAFFIC SIGNALS

ATTACHMENT "C"  
BID FORM

COMPLETE IN INK  
Bidder Information:

BID NUMBER: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Tax ID  
No: \_\_\_\_\_

Business  
Address: \_\_\_\_\_  
\_\_\_\_\_

Business  
Phone: \_\_\_\_\_

Business Fax  
No: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

TOTAL AMOUNT From Attachment C "Bid Form Continued" : \$ \_\_\_\_\_

BY INITIALING BELOW, BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA ISSUED	One (1)	Two (2)	Three (3)	Four (4)	Five (5)	Six (6)

*Bid is valid for 90 calendar days after the bid deadline.*

**Attach written evidence of the authority of the person signing the bid. See Attachment G entitled "Guidelines on Proof of Authority to Sign Bid"**

**IMPORTANT NOTE:** When completing your bid, do not alter City bid form or attach form(s) which may contain terms and conditions that conflict with those listed in the City's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these channels will be considered a counteroffer to the City's bid.

**EMERGENCY INVITATION TO BID  
CITY OF NEW ORLEANS  
EMERGENCY TRAFFIC SIGNALS**

**ATTACHMENT "C"  
BID FORM**

**CONTINUED**

**BID ITEMS:**

It should be noted that the quantities shown for each item are estimates which have been established to approximate the scope of the contract and to determine the low bidder.

While it is the intention of the City to procure each item in significant volume, it does not guarantee the fulfillment of each and every item to the precise quantity shown.

All bids shall include unit price quotations for the following items:

SCHEDULE OF BID ITEMS						
Item Number	Quantity	Description With Unit Price Bid	Unit Price		Quantity x Unit Price	
			Dollars	Cents	Dollars	Cents
1	200	Three Section Traffic Signal Head Housings, Green Aluminum				
2	600	Traffic Signal Tunnel Visors, Green, for 12" Signals				
3	250	LED Traffic Signals – 12" Red Ball				
4	75	LED Traffic Signals – 12" Yellow Ball				
5	150	LED Traffic Signals – 12" Green Ball				
6	75	Red Programmable LED Module				
7	50	Green Programmable Module				
8	50	Pedestrian Countdown LED Module				
9	50	Pedestrian Signal Head Housing				

**SCHEDULE OF BID ITEMS**

Item Number	Quantity	Description With Unit Price Bid	Unit Price		Quantity x Unit Price	
			Dollars	Cents	Dollars	Cents
10	100	Astro-Brac Clamp Kit				
11	25	Post Top Assembly				
12	50	Slip Fitter Assembly, 1-Way, Aluminum				
13	50	Adapter, Tri-Stud				
14	50	Upper and Lower Arm Assembly				
<b>GRAND TOTAL OF ALL ITEMS</b>						
<b>DO NOT FORGET TO REPORT TOTAL AMOUNT ON PAGE 1 OF ATTACHMENT C</b>						

**TOTAL AMOUNT WILL DETERMINE THE LOWEST BIDDER**

**EMERGENCY INVITATION TO BID  
CITY OF NEW ORLEANS  
EMERGENCY TRAFFIC SIGNALS**

**ATTACHMENT "D"**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ PARISH OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is (Owner) (Partner) (Office) (Representative) or (Agent), of:

\_\_\_\_\_,  
the Bidder that has submitted the attached Bid:

(2) Such Bid is genuine and is not a collusive or sham Bid:

(3) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly, or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other bidder, or to secure through any advantage against the City of New Orleans of any person interested in the proposed contract; and

(4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature of (Owner) (Partner) (Office) (Representative) or (Agent)

Subscribed and sworn to, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**[END OF ATTACHMENT D]**

**EMERGENCY INVITATION TO BID  
CITY OF NEW ORLEANS  
EMERGENCY TRAFFIC SIGNALS**

**ATTACHMENT “E”**

**CITY OF NEW ORLEANS  
TAX CLEARANCE AUTHORIZATION**

According to Section 2-8 of the Code of the City of New Orleans, the City cannot enter into or make payments under a contract, grant or cooperative endeavor agreement with any person, corporation, or entity delinquent in City taxes. This form supplies the needed tax clearance. This clearance is issued without prejudice to any tax liabilities discovered by audit.

**Please refer to the instructions on next page**

BUSINESS NAME:

OWNER'S NAME:

REAL ESTATE TAX NUMBER:

TYPE OF BUSINESS:

BUSINESS ADDRESS:

PERSONAL PROPERTY TAX NUMBER:

MAILING ADDRESS:

CONTACT TELEPHONE:

SALES TAX/OCCUPATIONAL LICENSE  
NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

PRINT NAME:

TITLE:

**AUTHORIZED SIGNATURE:**

**DATE SIGNED:**

I certify that I have the authority to execute this form with respect to the tax matters covered and that the above is true and correct. The City of New Orleans is authorized to inspect and/or receive confidential tax information.

**BUREAU OF REVENUE (Room 1W15)**

This clearance covers Occupational License and Sales/Use taxes.

I hereby assert that after review of the taxpayer's records of this date that the taxpayer **IS NOT** delinquent in any taxes owed to the city. This clearance covers the period today through March 1, 20\_\_\_\_. The above clearance may be revoked for failure to pay sales tax.

**BUREAU OF TREASURY (Room 1W37)**

This clearance covers Ad Valorem taxes for Real Estate and Business Property taxes.

I hereby assert that after review of the taxpayer's records of this date that the taxpayer **IS NOT** delinquent in any taxes owed to the city. This clearance covers the period today through March 1, 20\_\_\_\_.

COLLECTOR OF REVENUE – PRINT NAME

DATE

TREASURY CHIEF – PRINT NAME

DATE

I attest that the taxpayer named above **is not** delinquent in any taxes owed to the city.

DIRECTOR OF FINANCE – PRINT NAME

DATE

**CITY OF NEW ORLEANS  
TAX CLEARANCE AUTHORIZATION**

---

**INSTRUCTIONS**

This form authorizes the City of New Orleans to inspect and/or receive your confidential tax information. This Tax Clearance Authorization will not be honored for any purpose other than contracting with the City of New Orleans.

It is recommended that all outstanding tax and business registration be completed prior to processing the form to expedite contract execution.

1. Complete this form by providing all of the information requested. Failure to fill in ALL information requested will delay processing.
2. Sign and date the authorization form and submit to the Department with whom you are contracting. If the form is not signed and dated, the form will not be processed.
3. The following requirements must be met in order for a Tax Clearance Authorization form to be approved by the City of New Orleans.

**Real Estate/Personal Property Tax**

- Businesses are required to be current in payment of all Real Estate Tax and Personal Property Tax.
- A business can visit the City of New Orleans' website, [www.nola.gov](http://www.nola.gov) at the Bureau of Treasury webpage to pay outstanding Real Estate and Personal Property taxes due.
- A business can mail outstanding tax payments to City of New Orleans, Bureau of the Treasury 1300 Perdido St., Room 1W38, New Orleans, La. 70112.

**Sales Tax/Occupational License**

- Businesses located within Orleans Parish are required to obtain an annual Occupational License. A City of New Orleans Sales Tax number will also be issued at the same time.
- If the business is domiciled outside of Orleans Parish, a registration is required to be completed to obtain a Certificate of Registration and a City of New Orleans Sales Tax number.
- If a business is not registered, a New Business Application must be completed.
- Non-profit organizations must comply with the Occupational License requirements by completing a New Business Application.
- Once exempt status is confirmed for the non-profit organization, the organization is exempt from Occupational License fees. Please be prepared to provide 501(c) documentation and/or Louisiana Secretary of State Status.
- All applications can be found on the City of New Orleans' website, [www.nola.gov](http://www.nola.gov), at the One Stop Shop webpage.
- Any questions may be forwarded to the One Stop Shop at (504)658-7100.

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**[END OF ATTACHMENT E]**



**EMERGENCY INVITATION TO BID  
CITY OF NEW ORLEANS  
EMERGENCY TRAFFIC SIGNALS**

**ATTACHMENT “F”**

**PROOF OF AUTHORITY TO SIGN BID  
MATERIALS/SUPPLIES/EQUIPMENT AND NON-PROFESSIONAL SERVICES**

**A. In General**

At the time of the Bid Deadline (as defined in the invitation to bid), the bidder shall submit a written proof of the authority of the person signing the bid package. The name mentioned in said proof must match the name of the person signing the bid package. If a bidder fails to provide said document and/or the name on the bid package does not match the proof, the City of New Orleans (the “City”) may then consider the bid non-responsive.

**B. In Particular**

To assist bidders with this requirement of submitting a proof of authority, the City prepared samples which the City would deem sufficient and acceptable, provided the document is completed correctly.

Those samples are intended to be guidelines. A bidder is allowed to use a similar but different document.

**C. Samples**

1. If the bidder is a corporation, the bidder may submit a certified corporation resolution similar to the attached sample. This document is entitled “Sample 1 - Certified Corporate Resolution.” It contains 14 items to complete and must be notarized.

2. If the bidder is NOT a corporation but another legal entity (such as a partnership, a limited liability company, a limited liability partnership, or another legal entity), the bidder may submit a certified resolution similar to the attached sample. This document is entitled “Sample 2 - Certified Resolution.” It contains 11 items to complete and must be notarized.

3. If the bidder is a sole proprietor, the bidder may submit a certified certificate similar to the attached sample. This document is entitled “Sample 3 – Certified Certificate of Authority.” It contains 8 items to complete and must be notarized.

**SAMPLE 1 - CERTIFIED CORPORATE RESOLUTION**

BE IT RESOLVED by the Board of Directors of \_\_\_\_\_  
\_\_\_\_\_ (1. *name of corporation*), a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ (2. *state*), in a meeting duly assembled that \_\_\_\_\_  
\_\_\_\_\_ (3. *full name of authorized official*), \_\_\_\_\_  
\_\_\_\_\_ (4. *title of authorized official*) of said corporation, is hereby authorized and empowered to execute on  
behalf of the said corporation the proposal and/or the contract (including amendment(s)) which this corporation  
might enter into in connection with Bid No. \_\_\_\_\_ (5. *number*  
*showing on the invitation to bid*).

I, \_\_\_\_\_ (6. *full name of official certifying this resolution*), the  
\_\_\_\_\_ (7. *title of official certifying this*  
*resolution*) of \_\_\_\_\_ (8. *name of corporation - same*  
*as item no. 1*), do hereby certify this to be a true copy of the resolution duly adopted at a \_\_\_\_\_  
\_\_\_\_\_ (9. *type of meeting: regular, special, else*) meeting of the Board of Directors of said  
corporation held on the \_\_\_\_\_ (10. *day*) of \_\_\_\_\_ (11. *month*), 201\_\_\_\_\_  
(12. *year*), and that it has not been rescinded, amended or altered in any way, and that it remains in full force and  
in effect.

\_\_\_\_\_  
(13. *signature*)

\_\_\_\_\_  
(14. *title of official certifying this resolution- same as item no. 7*)

State of \_\_\_\_\_

Parish/County of \_\_\_\_\_

Personally appeared before me this \_\_\_\_\_st/th day of \_\_\_\_\_, 201\_\_\_\_,

\_\_\_\_\_ (official certifying this resolution), the \_\_\_\_\_

\_\_\_\_\_ (title of official certifying this resolution) of \_\_\_\_\_

\_\_\_\_\_ (name of corporation), and made oath that the above is a true copy from the  
records of the corporation.

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

**SAMPLE 2 - CERTIFIED RESOLUTION**

On this \_\_\_\_\_ (1. day) of \_\_\_\_\_ (2. month), 201\_\_\_\_\_(3. year), I, \_\_\_\_\_  
\_\_\_\_\_(4. full name of official signing this  
certificate), the \_\_\_\_\_ (5. title of official  
signing this certificate) of \_\_\_\_\_ (6. name of  
corporation) (the "Entity") hereby certify that \_\_\_\_\_ (7. full  
name of authorized official), \_\_\_\_\_ (8. title of authorized official)  
of said Entity, is hereby authorized and empowered to execute on behalf of the said entity the proposal and/or  
the contract (including amendment(s)) which this Entity might enter into in connection with Bid No. \_\_\_\_\_  
\_\_\_\_\_ (9. number showing on the invitation to bid).

\_\_\_\_\_  
(10. signature)

\_\_\_\_\_  
(11. title of official signing this certificate— same as item no. 5)

State of \_\_\_\_\_

Parish/County of \_\_\_\_\_

Personally appeared before me this \_\_\_\_\_st/th day of \_\_\_\_\_, 201\_\_\_\_,

\_\_\_\_\_ (official certifying this resolution), the \_\_\_\_\_

\_\_\_\_\_ (title of official certifying this resolution) of \_\_\_\_\_

\_\_\_\_\_ (name of corporation), and made oath that the above is a true copy from the

records of the corporation.

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

**SAMPLE 3 - SOLE PROPRIETOR AUTHORITY**

On this \_\_\_\_\_ (1. day) of \_\_\_\_\_ (2. month), 201\_\_\_\_\_(3. year), I, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (4. full name), do hereby certify that I am doing  
business under the name of \_\_\_\_\_  
(5. name of business) which said business is neither a corporation, nor a limited liability company, nor a  
partnership, and I am the sole owner and proprietor of said business.

I will sign and deliver the proposal and/or the contract (including amendment(s)) which I might enter into  
in connection with Bid No. \_\_\_\_\_ (6. number showing  
on the invitation to bid).

\_\_\_\_\_  
(7. signature)

State of \_\_\_\_\_

Parish/County of \_\_\_\_\_

Personally appeared before me this \_\_\_\_\_st/th day of \_\_\_\_\_, 201\_\_\_\_,

\_\_\_\_\_ (official certifying this resolution), the \_\_\_\_\_

\_\_\_\_\_ (title of official certifying this resolution) of \_\_\_\_\_

\_\_\_\_\_ (name of corporation), and made oath that the above is a true copy from the  
records of the corporation.

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

**[END OF INVITATION TO BID]**